BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)

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Office of the
General Manager,
Meter & Commercial,
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BESCOM, K.R. Circle,
Bangalore–560 001.

NOTICE INVITING TENDER

(Through Karnataka Public Procurement Portal (KPPP) Only)

Enquiry No **:** BESCOM/2025-26/IND0107

Scope of work **:** Bangalore Electricity Supply Company Limited invites tender for "Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM".

The tender is invited as below:

Scope of work	Approximate Quantity of meters (in Nos)	Amount put to tender in Crores	EMD amount (Rs.)
Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM	1ph-75,000 3phWC-17,000 3phCTOP-3,000	11.96	11,96,000/-

QUALIFYING REQUIREMENTS:

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
A.	**Technical Requirements:**	
1	The bidder should be in existence as any of the following: a. Company incorporated in India under the Companies Act, 1956/ 2013 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per Companies Act 1956/ 2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	b. LLP incorporated in India under the Limited liability Partnership (LLP) Act, 2008 including any amendment thereto; c. i. Partnership Firm under Partnership Act, 1932 in India; ii. Sole Proprietorship concern.	Company along with the list of Companies in which they are Directors as on the date of inviting tender(s). 1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited liability Partnership Agreement of LLP. 3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial years. 1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable. A. PAN/GST registration certificate.
2	Bidder should be original manufacturer of LT AC Static Energy Meters and shall have a minimum manufacturing experience of 7 years in the manufacture of Static Energy Meters.	License issued by BIS/ Permits/ relevant documents for proof of experience of 7 years in the manufacture of Static Energy Meters issued by an officer not below the rank of Executive Engineer (El).
3	The bidder must have manufactured and supplied minimum 80% of Tendered quantity of each type of meters i.e. single phase (60,000 Nos.) and three phase whole current (13,600 Nos.) meters of accuracy class 1.0 and LT three phase CT operated (2,400 Nos.) Energy Meters of accuracy class 0.5s in the preceding three financial years (i.e. 2022-23, 2023-24, 2024-25) to Discoms/ Utilities / Electricity Boards in India. However, it will be 40% of Tendered quantity of each type of meters and preceding two financial years (i.e. 2023-24, 2024-25) with respect to Micro and Small Enterprises.	Details of executed POs/ RC – PO/ RC copies along with notarized self-declaration certificates in respect of supply and quantity sold under RC to be uploaded.
4	The performance certificate shall be furnished for at least 25% of the tendered quantity for each type of meters i.e. single phase (18,750 Nos.), three phase Whole current (4,250 Nos.), and LT three phase CT operated (750 Nos.), Energy Meters	Performance certificate issued by an officer not below the rank of Executive Engineer (El) shall be uploaded.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	for satisfactory working of the meters from Discoms/ utilities /Electricity Boards in India for a period of minimum 3 years which were supplied in the last 10 years.	
5	The Bidder shall have capacity to produce a minimum of 50% of tendered quantity of each type of meter per Annum. A factory inspection shall be carried out to ascertain production capacity of meters after opening of technical bids.	Notarized Self-declaration on stamp paper in this regard shall be uploaded.
6	The bidder shall upload Type Test reports not older than 5 years as on date of NIT for similar/ same design for each type of meter as per relevant Indian Standard which has successfully passed relevant type tests at CPRI/ ERDA/NPL/ERTL. The bidder shall submit two Sample meters of each type along with the bid.	Type Test reports not older than 5 years.
7	The Bidder should have an ISO 9001/ 9002/ 14001 certification.	The certificates are to be uploaded.
8	'S' mark safety certification for single Phase (5-30A), three phase whole current (5-30A) and for three phase CT operated energy meters manufacturing in India issued by STQC.	The certificates are to be uploaded.
9	The Bidder should upload the GTPs of each type of the energy meter intended to be supplied and to be as per the specification.	GTPs of each type of the energy meter as per the specification.
10	The Bidder should not have been defaulted in supplies against any of the previous P.Os placed by ESCOMs or any other Utility at the time of bid opening.	Notarized Self-declaration on stamp paper
11	The bidder should not have been black listed in supplies against P.O. placed by any ESCOM in Karnataka/ any other state DISCOMs at the time of bid opening.	Notarized Self-declaration on stamp paper
12	Manufacturer should possess fully Automatic Meter Test Bench system for carrying out routine and acceptance tests as per IS 13779: 1999 (amended up to date) w.r.t single phase and three phase whole current meters and as per IS 14697-	Notarized Self-declaration on stamp paper in this regard shall be uploaded

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	1999 for three phase CT operated meters. Test reports for each and every meter shall be generated automatically. Availability of fully Automatic meter test benches shall be ascertained during factory inspection as mentioned in QR5.	
B. Financial Requirements:		
13	The annual turnover of the Bidder shall not be less than amount put to tender in any one of the preceding three financial years. (i.e.2021-22, 2022-23, 2023-24) However, it will be 50% of the amount put to tender and last 2 preceding Financial years 2022-23, 2023-24 with respect to Micro & Small Enterprises).	Audited annual accounts duly certified by the chartered Accountant for the years mentioned shall be uploaded.
14	The liquid assets of the bidder as on the date of NIT or later shall not be less than 25% of the amount put to tender.	Liquid asset shall include the following issued from any Nationalized/ Scheduled Commercial Bank: • Cash at Bank. • Term deposits. • Availability of fund based credit facility If the bidder has banking with more than one bank, then the available liquid assets shall be obtained with same date from all the banks.
C. GENERAL CONDITIONS:		
15	A certificate for having read the clauses is required to be submitted/ uploaded by the Bidder separately in the following format: *I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)*	Notarized Self-declaration certificate on stamp paper in the prescribed format shall be uploaded.
Note: 1. All self-declarations shall be notarized on single ₹500/- stamp paper.		

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	2. The bidder shall upload the details in the Techno-commercial sheets.	

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D. OTHER GENERAL CONDITIONS:

1. Bidder shall upload GST registration certificate issued by the competent authority.
2. If part or full price sheets or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid by the Bidder, then the offer of the Bidder will be rejected.
3. BESCOM reserves the right to call for submission of original documents uploaded at its discretion for verification to ascertain the authenticity of the documents during evaluation.
4. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
5. Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection. Conditional offers are liable for rejection.
6. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may result in forfeiture of the bid security, disqualify the offer of such bidder and black list the firm.
7. The bidder shall upload Power of Attorney executed on a stamp paper for having appointed, nominated & authorized a person as its true & lawful attorney in respect of all the matters relating to subject tender.
8. The Bidder should have an ISO 27001 certification, for which ce*rtificates are to be uploaded.*

Bid Documents	Bid documents in the following format will be available on the Web site https://kppp.karnataka.gov.in - Notice Inviting Tender. - Instructions to Bidders. - Conditions of Contract. - Technical Specifications. - Guaranteed Technical Particulars - Techno Commercial Sheets. - Annexures.	
	Calendar of Events	
1.0	Last Date & Time for Tender Queries/Clarifications	11.08.2025 **@16:00 Hrs**
2.0	Date of Pre Bid meeting	12.08.2025 **@11:30 Hrs**
3.0	Last Date & Time for receipt of tenders	30.08.2025 **@16:00 Hrs**
4.0	Date & Time for Opening of Technical Bid	01.09.2025 @ **16:15 Hrs**

BESCOM shall have the right to modify or add events to the calendar and the same shall be communicated to the bidders through Karnataka Public Procurement Portal (KPPP).

The bidders can obtain the tender documents from Web site free of cost. However, for participation in the bidding process, they need to pay the tender processing fee as prescribed by the Karnataka Public Procurement Portal (KPPP).

The prospective bidders are advised to register their user ID, pass word, and Company ID from web site https://kppp.karnataka.gov.in

Bidders can get clarifications regarding the scope of work and technical features of the project from the undersigned during office hours. For clarifications regarding e-payment contact e-procurement help desk 080-46010000/689487777, or e-mail to support[at]eprochelpdesk[dot]com for any assistance.

INSTRUCTION TO THE BIDDERS

1.0 SCOPE OF WORK:

The Bangalore Electricity Supply Company Limited invites tender for "Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM", conforming to technical specifications stipulated in the tender. However, BESCOM at its discretion may place PO's for any other purpose if necessary.

2.0 The approximate one year requirement of all types of meters in BESCOM is approx. 95,000 Nos. These meters are required for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose on need basis against purchase orders placed by Corporate office or concerned O&M officers.

3.0 For allotment of Contract order, least sum of quoted price for all types of meters will be considered.
Ex: If "**bidder A**" quoted in Rs.2.00 for 1ph, Rs.2.5 for 3ph and Rs.3.0 for 3phCT meters and if "**bidder B**" quoted in Rs.2.18 for 1ph, Rs.2.41 for 3ph and Rs.3.05 for 3phCT meters, then L1 bidder will be **Bidder A**, as the sum of all types of meters works out Rs.7.5 as against the bidder B which works out to Rs.7.64.

4.0 PERIOD OF VALIDITY OF BIDS :

4.1 Bids shall be kept valid for acceptance for a period of **180 days** from the date of opening of Bids, excluding the date of Bid opening. A Bid valid for a shorter period shall be rejected by the BESCOM as non- responsive.

4.2 In exceptional circumstances, the BESCOM may solicit the Bidder's consent to an extension of the period of the validity. The request and the response there to shall be made in writing. In the event the extension is granted, the Bidders will not be permitted to modify their Bids.

5.0 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation & submission of their bid and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or out-come of the Bidding process.

6.0 BIDDDING DOCUMENTS

6.1 The goods required, works to be executed, bidding procedures & contract terms are prescribed in the Bidding documents.

6.2 The Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the Bid.

7.0 CLARIFICATION ON BIDDING DOCUMENTS

7.1 A bidder requiring any clarifications regarding Bidding documents may notify the General Manager (Ele.,) Meter & Commercial, BESCOM, in writing or e-mail to gmcom@bescom.co.in on or before date notified in the KPP portal. The General Manager Ele., Meter & Commercial, Corporate Office, BESCOM will respond to any request for clarification of the Bidding documents, which he receives not later than prior to the deadline given.

7.2 The bidder is required to carefully examine the specifications and documents and fully familiarize himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/ clarification.

7.3 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

8.0 AMENDMENTS OF BIDDING DOCUMENT

8.1 At any time prior to the deadline for submission of Bids, GM(M&C), BESCOM may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

8.2 The amendment will be issued in KPP portal and such amendment will be binding on them.

8.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, GM(M&C), BESCOM may at his discretion extend the deadline for submission of the Bids.

9.0 LANGUAGE OF BID

The Bid prepared by the Bidder & all the correspondence & documents relating to the Bid exchanged by the Bidder & GM(M&C), BESCOM shall be written in **English language**.

10.0 NUMBERING OF SHEETS

All the sheets including the enclosures of the tender documents uploaded should be numbered serially and the total number of sheets in each set shall be predominantly indicated in the facing sheet.

11.0 EARNEST MONEY DEPOSIT & TENDER PROCESSING FEE:

"Bidders shall pay Tender Processing Fee and EMD through online e-payment modes/ e-BG in favour of General Manager(M&C), BESCOM as provided in KPP portal". EMD shall be paid within the due date.The EMD amount payable is **Rs.11,96,000.00.**

11.1 Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.

11.2 The Earnest Money so deposited will be liable for forfeiture:-

a) If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the BESCOM's decision in regard to his tender within validity of the Bid, OR

b) If the successful Bidder fails to deposit the security deposit and fails to execute the Contract Agreement within 15 days of formal intimation by BESCOM.

11.3 Permanent EMD will not be considered.

11.4 Earnest Money Deposit of the successful Bidder will be refunded after furnishing Performance guarantee & after execution of Contract Agreement.

11.5 The EMD of the unsuccessful bidders shall be returned after the successful Bidders execute the contract agreement or if the enquiry initiated is dropped or closed.

12.0 BID FORM

12.1 The bidder shall upload all the documents & documentary evidences in the KPPP website.

12.2 The bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the bidder with usual signature. The name(s) of person(s) signing should also be typed or printed below the signature(s).

13.0 SUBMISSION OF BID:

Bids shall be submitted in 2 parts viz,

(i) Techno Commercial Bid &

(ii) Price Bid

14.0 DOCUMENTS COMPRISING THE BID

Bid form duly signed by the authorized signatory of the bidder, Bid proposal sheets duly filled in and signed and complete in all respects.

15.0 INFORMATION REQUIRED WITH THE PROPOSAL

15.1 Oral statements made by the Bidder at any time regarding quality or arrangements of the equipment or any other matter will not be considered.

15.2 Standard catalogue pages and other documents may be used by the Bidder in the Bid to provide additional information and data as deemed necessary by the Bidder.

15.3 As regards the provision of the Bidding documents other than those listed in the Bid document, in case the 'Proposed information contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical/Commercial deviation schedule, in the Bid.

15.4 Deviation whatsoever, in the following conditions of the Bidding

documents is not permitted.

- Validity of offer
- EMD
- Contract Performance security
- Payment terms
- Guarantee
- Technical conditions

15.5 Bidders are advised that while making Bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

16.0 BID PRICES, TAXES & DUTIES:

16.1 The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties in the KPP portal and also furnish the breakup of prices. The breakup of prices should contain Ex works price and applicable GST (IGST, SGST & CGST separately if applicable) on KPP portal.

16.2 Statutory Taxes and duties will be paid as indicated by the bidder in the Price Bid.

16.3 If there is any concession/reduction in the taxes and duties by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

16.4 If there is any enhancement in the statutory taxes /introduction of new tax, due to change in policies by the Central/ State Government, then such enhanced taxes/ any new taxes will be payable by BESCOM.

16.5 No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

16.6 Price variation is not permissible under any circumstances. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, its bid will be rejected and the amount of Bids security will be forfeited.

16.7 Any variation in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the bid has been submitted.

16.8 The Bidder shall quote only in Indian Rupees.

17.0 OPENING OF THE BIDS & PRELIMINARY EXAMINATION:

17.1 General Manager, Meter & Commercial, BESCOM will open the Bids on the specified date & time.

17.2 If the date of the opening of tender happens to be a holiday, the same will be opened on the next working day.

17.3 General Manager, Meter & Commercial, BESCOM will examine the Bids to determine whether they are complete, whether the Bidder satisfies the

eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

18.0 EVALUATION OF THE TENDERS:

18.1 **The techno – commercial evaluation:**

For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation & conforming to technical specifications.

18.2 The Techno-commercial Bids will be evaluated on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements,
c) Completeness of the offer to carry out all the works as per requirement.
d) Technical requirements as per specifications, & conforming to all terms and conditions, without any deviations.
e) Acceptance for payment terms & conforming to all terms and other commercial conditions etc., as specified in the terms and conditions of the Bid.

18.3 However, the General Manager El., Meter & Commercial, may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute to a material deviation provided, such waiver does not prejudice or affect the techno- commercial terms & conditions.

19.0 OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION

19.1 The price Bids of "Techno-Commercial" responsive Bids shall be opened.

19.2 Conditional tenders are liable to be rejected at the discretion of the tender accepting authority.

19.3 BESCOM will call for price negotiation before issue of LoI.

20.0 Notwithstanding any of the clauses, the General Manager Ele., Meter & Commercial reserves the right to accept or reject any Bid and to annul the Bidding process and reject all the Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for the General Manager Ele., Meter & Commercial’s action.

21.0 DISCOUNTS / REBATES :

Discounts /rebates whatsoever shall not be considered for evaluation purposes.

22.0 NOTIFICATION OF AWARD

22.1 Prior to the expiration of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter or by e-mail that his Bid has been accepted.

22.2 The final acceptance of the Bids will rest with the General Manager Ele., Meter & Commercial, who does not bind himself to accept the lowest or any Bid or assigning any reason what so ever.

22.3 The authority competent to accept the tender reserves the right to reject any or all tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the requirements cited in the bid are liable for rejection at the discretion of the General Manager Ele., Meter & Commercial. The Bidders shall be presumed to have carefully examined the conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

22.4 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

23.0 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT & CONTRACT AGREEMENT

23.1 The Successful Bidder shall remit within 15 days from the date of issue of letter of intent to award, a PERFORMANCE GUARANTEE/ SECURITY DEPOSIT in the form of Bank Guarantee/ e-PBG from the Scheduled Commercial Bank endorsed in favour of General Manager, Meter & Commercial, BESCOM, Bangalore. The Performance Bank Guarantee amount shall be equal to five percent (5%) of the contract value valid beyond three months after the completion of the guarantee period of meters and it shall guarantee the faithful performance of the Contract in accordance with the Terms & Conditions specified in the Documents & Specifications. All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms.

23.2 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

23.3 The above performance guarantee shall be furnished on the day of execution of the agreement.

23.4 The successful Bidder shall enter into an agreement with BESCOM within 15 days from the date of issue of letter of intent, according to the conditions of Contract, on Karnataka Government non judicial stamp paper value as per amendment dated: 03.02.2024 to Karnataka Stamp Act 1957.

23.5 The Security Deposit/BG will be discharged at the end of successful completion of Guarantee period.

23.6 PBG shall be valid for a period of 5 years from the date of last consignment.

24.0 The meters shall be guaranteed for a period of **5 years** from the date of receipt of material. The meters declared defective by the consignees and / or by meter testing lab shall be replaced by the supplier upto the full satisfaction of the purchaser at the cost of supplier on information by BESCOM officers. The guarantee for the replaced meters shall start from the date of such replacement which shall be marked on name plate. In case

defective meters are not supplied with in stipulated period, the penalty as per clause of delay in delivery shall be applicable.

25.0 The bidder shall supply the meters for replacement of MNR/DC against purchase orders placed by Corporate office or concerned O & M Officers, as per the rates approved in the contract order.

26.0 BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

27.0 QUALITY ASSURANCE PLAN (QAP):

27.1 The Bidders shall invariably furnish the following information along with his bid:

a. Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested. List of tests normally carried out on raw materials in presence of bidder's representative & copies of test certificates.
b. Information and copies of test certificates as in (a) above in respect of bought out accessories.
c. Principle of operation of the meter, outlining the methods and the stages of computation of various parameters starting from input voltage and current signals including the sampling rate, if applicable shall be furnished by the bidder.
d. The bidder shall furnished details of memory used in the meter.
e. List of manufacturing facilities available.
f. Level of automation achieved and lists of areas where manual processing exists.
g. List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test & inspections.
h. List of testing equipment available with the Bidder for final testing of equipment specified and test plant limitation, if any, vis-à-vis the type, special acceptance and routine tests specified in the relevant standards and this specification. The limitations shall be very clearly brought out in schedule of Deviation provided with the tender.

28.0 The design life of the meter shall be 10 years and to prove the design life, the firm shall have at least the following quality assurance plan:

a. The factory shall be completely dust proof.
b. The testing rooms shall be temperature and humidity controlled as per relevant standards.
c. The testing and calibrating equipments should be Automatic and all test equipment shall have their valid calibration certificates.
d. Power supplies used in testing equipment shall be distortion free with sinusoidal wave- forms and maintaining constant voltage current and frequency as per the relevant standards.
e. During the manufacturing of the meters the following checks shall be carried out.
    i. Meter frame dimensions tolerance shall be minimum.

ii. The assembly of parts shall be done with the help of jigs and fixtures so that human errors are eliminated.
iii. The meters shall be batch tested on automatic, computerized test bench and the results shall be printed directly without any human errors.

29.0 The offers shall be in General Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

30.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have,

a) Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or
b) Record of poor performance such as poor quality of Product, not properly completing the Contract, inordinate delays in supply completion, or financial failures etc.
c) Purchaser will reject the offer if all the required data on qualifying requirements are not furnished in the Technical Bid.
d) Bids will be rejected outright, if the Guaranteed Technical Particulars (GTP) are not furnished with the Technical Bid.
e) The Bidder shall furnish documentary evidence in support of the qualifying requirements stipulated as above.
f) The Bidder shall have adequate installation facilities and capacities including quality control.
g) The offers shall be in Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

31.0 The firm shall display the maximum price duly indicating the basic price, tax etc. and produce all records for payment of taxes to concerned authorities when demands.

Note: Each type of meter shall be considered wherever applicable.

CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

1.1 “BESCOM” shall mean the **BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED,** which has jurisdiction over the area of works, and it's successor if any.

1.2 Contract and Contract Documents" shall mean and include the General conditions of Contract, Special Conditions, Specifications, Schedule of Prices, drawings and the stamped agreement.

1.3 "Contractor" shall mean the tenderer / bidder whether a firm, registered company, partnership or an individual, whose tender has been accepted by BESCOM or by the Officer duly authorized on behalf of BESCOM, and who has entered into agreement with the BESCOM for due fulfillment of the Contract and shall also include legal representatives, successors and assignees of the tenderer.

1.4 **Successful Bidder**” shall mean the Bidder whose bid has been evaluated and accepted for the Award of Contract.

1.5 ‘**Owner**'/ **“Purchaser “**shall mean the **Bangalore Electric Supply Company Limited (BESCOM)** and shall include its Legal Representatives, Successors and Assignees.

1.6 “Division" shall refer to the respective O & M division office of the BESCOM directly in charge of the works.

1.7 **'Engineer'** shall mean the Officer appointed in writing by the **Owner** to act as Engineer from time to time for the purposes of the Contract and **"Engineer"** shall also include the Chief Engineer and/or Superintending Engineer and/ or Executive Engineer and /or Assistant Executive Engineer and / or Assistant Engineer of BESCOM.

1.8 The term '**Contract Price**' shall mean the lump sum Price comprised of Unit Price including all taxes and charges quoted by the Contractor in his Bid with additions and/or deletions as may be mutually agreed and incorporated in the Letter of Award, for the complete Scope of the Works.

1.9 "Specifications" shall mean the specifications annexed.

1.10 Words used in singular shall also include the plural and vice versa where the context so demands.

2.0 CONTRACTOR TO INFORM HIMSELF FULLY

2.1 The Contractor shall in writing get necessary clarifications by the Engineer in respect of the meaning of any of the conditions set forth in the Contract documents.

3.0 AGREEMENT, PERFORMANCE GUARANTEE / SECURITY DEPOSIT

3.1 Within a period of fifteen days, or such other period as may be mentioned in the letter of notification of acceptance of the tender, the tenderer shall furnish the required PERFORMANCE GUARANTEE / SECURITY DEPOSIT and shall enter into an agreement with BESCOM as per the conditions of contract.

3.2 All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms. The stamped agreement will be deposited with the BESCOM and a copy of the agreement signed by both parties shall be delivered to the firm.

4.0 DELIVERY TERMS AND CONDITIONS

4.1 The estimated one year requirement of all types of meters in BESCOM is approx. 95,000 Nos. These meters are required for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose on need basis against purchase orders placed by Corporate office or concerned O&M officers.

4.2 **Delivery to BESCOM:**

The contract order is initially valid for a period of **one year** extendable for another one year at the discretion of BESCOM. Purchase orders will be placed by the Corporate office/concerned O&M officers depending upon their requirement on need basis (meters required for replacement of MNR/DC meters or for any other purpose). The schedule shall be minimum of **15 days** from the date of issue of purchase order to stores as specified in the purchase order.

5.0 If the meters are not delivered within the delivery schedule stipulated in the PO's, action will be initiated as per the penalty clause.

5.1 **Inspection call:**

During each inspection call, the bidder shall manufacture and offer for pre-dispatch inspection of each type of meters as detailed in the tender specifications. Further, the meters shall be dispatched only after issue of dispatch instructions by General Manager, Meter & Commercial, BESCOM based on the inspection report.

In case of urgency/prevailing conditions, BESCOM at its discretion may waive off pre-dispatch inspection after obtaining approval from appropriate authority.

5.2 **Inspection and Tests:**

a. The Owner or his Representative shall have the right to inspect and/or to Test the meters to confirm their conformity to the Contract as per relevant IS. The Tests shall be done to validate the equipment's conformance to the Technical Specifications and the Owner shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

b. The Inspection and Tests may be conducted on premises of the Supplier/Contractor. When conducted on the premises of the Supplier/ Contractor all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to the Owner.

c. If any inspected or Tested meters fail to conform to the Specifications, the Owner may reject them and the Supplier /Contractor shall either replace the rejected meters or make all alterations necessary to meet Specification requirements free of Cost to the Owner. If the Contractor fails to Offer meters for inspection on the specified date or the meters fails during the Test, all the expenses for subsequent inspections should be borne by the Contractor.

d. The Contractor shall offer the materials for inspection at least 15 days in advance.

6.0 RANDOM SAMPLE TESTING AT MT LAB AFTER RECIPT OF METERS:

The sample of meters shall be selected randomly from the lot of meters supplied in store in approximately 1000:20 ratios in case of single phase meters and three phase whole current. However, 3 phase CT operated meters to be tested at MT laboratory as per IS.

This ratio can be changed by the purchaser. Subsequent failure of meters in sample testing, BESCOM at its discretion, reserves the right to cancel the contract and consider awarding to other suppliers. The samples will be selected by the purchaser's authorized officer. All the meters shall be sealed in MT sealing lab before being dispatched to the store.

7.0 Packing and forwarding:-

The meters shall be packed in cartons/ crates suitable for vertical/ horizontal transport as the case may be, and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbol. Proper arrangement for lifting, such as lifting hooks or handles etc., shall be provided. Any material found short or broken inside the packing cases shall be supplied immediately by supplier without any extra cost.

The packing shall be done as per the manufacturer's standard practice. However, packing should be safe and water- proof and manufacturer should ensure the packing such that, the material should not get damaged during transit by rail/ Road.

8.0 REPLACEMENT OF DEFECTIVE METERS:

The agency shall maintain sufficient buffer stock of meters for replacement of MNR/faulty meters failed WGP.

The meters declared defective by the consignees and / or by meter testing lab shall be replaced by the supplier within 15 days on receipt of BESCOM

request for replacement of faulty meters failed WGP upto the full satisfaction of the purchaser at the cost of supplier on information by purchaser/stores officer.

9.0 After the tender has been accepted by BESCOM or by any Officer duly authorized by the BESCOM to accept the tender, all orders and instructions to the firm, except as herein otherwise provided, will be given by the General Manager (Ele.), Meter & Commercial on behalf of the BESCOM.

10.0 The meters manufactured by successful bidder shall pass the tests as per the relevant clause of technical specs. Any time, during the contract period/ extended period, the purchaser reserves the right to test the meters and will be picked up from the stores at random and the meters will be tested at CPRI lab at the cost of BESCOM.

If the meters fail in the above tests,

- The award will be short closed and type testing charges has to be borne by the agency.
- The supplied quantities pending at Divisional stores have to be taken back by the agency.
- Agency shall replace the defective meters as and when reported, out of the installed meters with good meters during the guarantee period. The same has to be replaced free of cost at his risk, failure to comply will attract penal action. An undertaking on the stamp paper in this regard has to be furnished by the agency.
- The original Performance Bank Guarantee will be forfeited.
- Fresh Performance Bank Guarantee to an extent of amount equivalent to 5% of the total cost of the meters already supplied shall be submitted which shall be valid for a guarantee period. The same will be returned after guarantee period.
- In above case, BESCOM at its discretion may allow other successful bidders identified through the subject enquiry to supply meters.

11.0 After one year of contract, further renewal of contract is again subject to type tests at the cost of supplier and price negotiation with BESCOM at that point of time. In case of any disagreement in cost/ quality after one year, contract will be closed and retendered. The supplier at the discretion of BESCOM may have to continue the contract for at least 3 months (after one year) or till other alternative arrangements are made.

12.0 The firm shall produce all records for payment of taxes to concerned authorities when demands.

13.0 Whatever may be the conditions specified or indicated in the quotation, it is only the conditions indicated in the Contract/Purchase order and tender specification that will be final and binding upon the BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as “DEVIATIONS”, which may be considered if acceptable to BESCOM.

14.0 In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer hereinafter referred to

"Supplier/ Contractor' shall execute all orders as per the delivery schedule stipulated in the Purchase Orders to be placed by the Corporate office/ field officers.

15.0 TERMS OF PAYMENT FROM BESCOM:

A. BESCOM will arrange payment of 100% value of materials on receipt of goods and after inspection of materials at the destination and against presentation of dispatch and other documents as specified below by means of cheque from the consignee Division, after satisfying the terms & conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

For arranging 100% payment, the following documents will have to be furnished by the Supplier/ Contractor to the concerned O&M divisions.

i. Invoice in duplicate, stamped and pre-receipted.
ii. Guarantee Certificate.
iii. E-way bill as per section 68 of CGST Act -2017.
iv. E-invoice if annual turnover exceeds 5 Crores as per the Notification No. 60/2020 dated 30.07.2020 by CBDT.

B. Payment shall be made to the agency :

i. Subject to penalty clause.
ii. Subject to collection of disposal cost as mentioned in Clause 20.0.
iii. Applicability of GST on penalty /LD as per Circular No.178/10/2022-GST dated: 03.08.2022.
iv. Deduction of GST TDS as per section 51 of CGST Act 2017.

16.0 Penalty:-

Penalty for the deficiency of service and non-deliverables are as follows:

Sl. No.	Particulars	Penalty levied at
1	In case of delay in delivering meters a. against the delivery schedule as per PO to the Divisional Stores. b. On receipt of BESCOM request for replacement of faulty meters failed WGP.	½% per week subject to a maximum of 10% of the PO amount on delayed/ undelivered portion. Note: Delay in delivery schedule for full and partial supply shall be calculated separately by considering the unit rate of each type of meters.
2	In case of poor quality meters supply after successful type tests.	Equivalent to twice the meter cost applicable on no. of meters failed during testing and action as per Clause 10.0 of CoC.
Note: Exemption to penalty conditions may be allowed based on valid reasons as per clause 18.0 Force Majeure of CoC. Also, penalty attracts applicable GST.		

Due consideration will be given, however in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary

evidence shall invariably be produced to the satisfaction of the competent authority.

17.0 Effect & jurisdiction of contract

The laws applicable to the contract shall be the laws in force in India. The courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration awards.

18.0 Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural phenomena, including but not limited to Floods, Droughts, Earthquakes, and Epidemics.
b. Acts of any Government including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will be extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

19.0 Termination Of Contract:

In case the agency fails to carry out the contract as per the scope of the work and terms and conditions of the tender or in case the agency has completed any part consignment and failed to complete the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date, the Company shall exercise its discretionary powers on any or all the following:

a. to recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
b. to cancel the purchase order.
c. to collect the testing charges, rejection of lot and obtaining fresh performance Bank Guarantee as per clause no.10 of Conditions of Contract.
d. to black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

20.0 Collection of disposal cost of materials used made of FRP/PLASTIC/SMC and Polymer material used as per the circular issued by BESCOM vide OM No: BESCOM/ GM(Q,S&S)/ DGM(3)/ MGR/ BC-35/ 18-19/CYS-109 Dated: 03.09.2019 consequent to the direction issued by NGT/pollution control board. The cost is worked out by collecting information from meter

manufacturers, hence following amount will be deducted from the tenderer as disposal cost:

Type of meter	Disposal cost in Rs.
Single phase	Rs.1.00 per meter
Three phase WC	Rs.2.00 per meter
Three phase CT	Rs.2.20 per meter

Disposal cost as per the above table shall be collected for the Quantity mentioned in the DI in Case of POs issued for the supply of meters to the Departmental Stores.

ANNEXURES

IMPORTANT: TO BE FILLED APPROPRIATELY, PRINTED, SIGNED BY THE BIDDER, SCANNED AND UPLOADED

CONTENTS

Annexure No.	DESCRIPTION
I	Bid Form
II	No Deviation Certificate
III	Proforma of Bank Guarantee for EMD
IV	Proforma of Bank Guarantee for Contract Performance
V	Proforma of Extension of Bank Guarantee
VI	Proforma of Letter of Undertaking.

ANNEXURE I

BID FORM

Enquiry No:-**----------**

Ref No: - Dated:-

From,

To,

The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

Sir,

Having examined and understood the Conditions of the Contract and the Technical Specifications in the bidding documents issued under Enquiry No:-**----------** for *"***Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM***",* including any addendum/ amendments, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit the fully completed Bid documents, which includes the

a) EMD
b) Qualifying requirements
c) Technical details
d) Price Bids.

We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Bidding Documents, for the sum stated & quoted in the Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith & made part of the Bid.

We undertake, if our Bid is accepted, to execute the contract agreement within the stipulated time of **15 days**.

In case of acceptance of our Bid, we will obtain the **Guarantee from Bank** as **Performance Guarantee as enumerated in Clause 23.0 of ITB of tender document.**

We note that the prices offered are **FIRM** throughout the period of contract including extended period if any as per the Commercial Terms and Conditions.

We agree to keep this Bid valid for a period of **180 days** from the date of Bid opening & it shall remain binding upon us & may be accepted at any time before expiration of that period.

We have paid the requisite amount E.M.D. as per the relevant clause of the tender.

Until a formal contract is prepared & executed, this Bid together with written acceptance of BESCOM and by notification of Award shall constitute a binding contract.

We understand that BESCOM is not bound to accept the lowest or any Bid that it may receive.

Dated this. . . . . Day of . . . . . 20 ....

Name in Block Letters

(DESIGNATION)

Duly authorized to sign Bid for and on behalf of ---------- *(NAME OF FIRM).*

Witness:

Address:

Signature:

ANNEXURE-II

Enquiry No:-**----------**

To,

The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

From,

Bidder's name & address

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No.**.....** dated **.....**for ***"*Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM*"*,** we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have:

i. Not taken any deviation whatsoever to any clauses specified in the Bid documents

OR

ii. Taken deviation in one or more clauses specified in the Bid documents which are listed in the table shown below:

Deviation table:

Sl No	Bid document reference clause No.	Description	Deviation details	Remarks, if any

We further confirm that any deviation other than to the above Clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever.

Date

Place

Signature

Name

Designation

Company Seal

ANNEXURE – III

Enquiry No:-**----------**

PROFORMA OF BANK GUARANTEE

FOR EMD

(To be stamped in non judicial paper of Rs.200/- value)

The non judicial stamp paper should be in the name of issuing Bank.

Ref…….

Bank Guarantee No…..

Date ……

To,

The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

Dear Sir,

In accordance with Notice inviting tender vide Enquiry No **……**, M/s……. having its Registered/ Head Office at ……..(hereinafter called the Bidder) wish to participate in the said Bid for *"***Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM***",* conforming to technical specifications stipulated in the tender required for procurement by BESCOM for a period of one year" and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of . ……..Valid up to ……..on behalf of Bidder in lieu of the Bid deposit required

to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the.....Bank at ..... having our Head Office at .....(local address) Guarantee and undertake to pay immediately on demand by BESCOM the amount of ..... (in words & figures) merely on demand and without any reservation, protest, demur and recourse. **Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including*********

If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this .....day of.....20 .....at.....

WITNESS:

....

(Signature) (Signature)

....

(Name) (Name)

....

(Official Address) (Designation with Bank Stamp)

Attorney as per

Power of Attorney No

Date .....

(*******) This date shall be Two Hundred and twenty five (225) days from the date of Bid Opening.

ANNEXURE- IV

Enquiry No:-**----------**

PROFORMA OF BANK GUARANTEE FOR

CONTRACT PROFORMANCE

(To be stamped in non judicial paper of Rs.200/- value)

Ref..... Bank Guarantee No .....

Date .....

To,

The General Manager,
Meter & Commercial,
BESCOM, Corporate Office,
K.R.Circle, Bangalore

Dear Sir,

In consideration of the Bangalore Electric supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/ Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for *"Procurement of Electrostatic meters for replacement of MNR/ Faulty/ Burnt-out meters or for department purpose for a period of one year on rate contract basis extendable for another one year at discretion of BESCOM",* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract

equivalent to ..... * .....(%).....percent) of the said value of the Contract to the Owner.

We ..... (Name & Address)

having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to .....and it shall remain in force up to and including .....and shall be extended from time to time for such period, as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
. .....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (5%) of the Contract Price.

** The date will be sixty (60) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

ANNEXURE- V

Enquiry No:-**----------**

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

To,

Dear Sir,

Sub: Extension of Bank Guarantee No ……for
`……favouring yourselves, expiring on …….
on account of M/s……in respect of
Contract No ……dated…….(hereinafter called
original Bank Guarantee).

******

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated ……. for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No ……
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-VI

Enquiry No:-**----------**

PROFORMA OF LETTER OF UNDERTAKING

(To be uploaded by the Bidder along with his Bid)

(To be stamped in non judicial paper of Rs.200/- value)

Ref ..... Date .....

To,

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to .....(full scope of work).

   a) Notice Inviting Tender.

   b) Contract containing Sections: 'Instructions to Bidder",

   "Conditions of Contract (CoC)"

   c) Technical Specifications.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) Months from the date of opening of Bid i.e. upto..... I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

   This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of relevant clause of ITB, Conditions of Contract in the Bid Documents.

   Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address

Signature along with Seal of Co.
.....
(Duly authorised to sign the Tender On behalf of the Contractor)

Name .....
Designation .....
Name of Co ..... (in Block Letters)

*Strike out whichever is not applicable.